

## ACCESS SERVICE

9. Advanced Communications Networks

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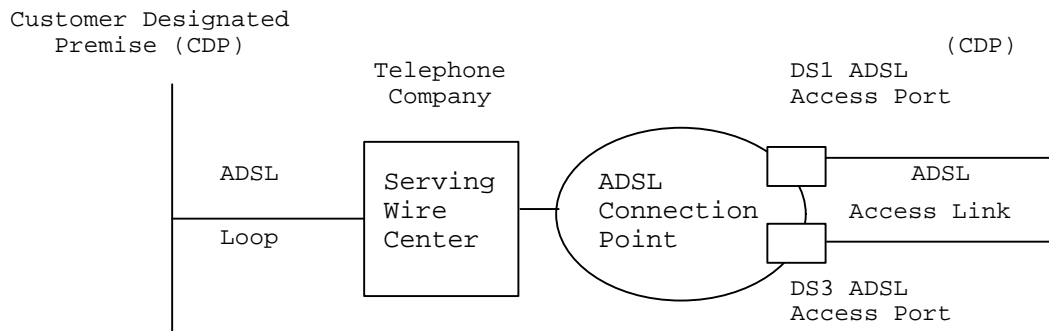
9.1 Digital Subscriber Line Service9.1.1 General

Digital Subscriber Line (DSL) service provides high-speed connections over existing copper facilities which are also used to provision customers' local exchange service. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

9.2 ADSL Service9.2.1 Service Description

This section contains the rules and regulations pertaining to the provision of Asymmetrical Digital Subscriber Line (ADSL) Service.

ADSL service is an access data technology service offered in speed levels of 384 Kbps Down/272 Kbps Up, 768 Kbps Down/680 Kbps Up, 1.2 Mbps Down/1.08 Mbps Up. The "up" speeds represent "transmission speeds in kilobits or megabits", from the customer designated premise (CDP) to the Telephone Company's ADSL connection point, while the "down" speeds represent "transmission speeds in kilobits or megabits", from the Telephone Company's ADSL connection point to the CDP. The connection point is the aggregation point designated by the Telephone Company for connecting multiple Telephone Company serving wire centers of ADSL terminations to other Telephone Company provided network interface services.



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9.3 Service Provisioning9.3.1 ADSL Loop

The ADSL Loop is provisioned over existing Telephone Company copper facilities and transported to the Telephone Company's backbone network. The ADSL Loop provides a connection from the CDP to the ADSL connection point.

The rates and charges for the ADSL Loop are in addition to basic local exchange service. A customer may use their existing voice channels, or additional voice channels may be purchased by the customer, as set forth in the Local Exchange Tariff.

The Telephone Company will qualify the ADSL Service between the CDP and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Telephone Company copper facilities to provide the service. The Telephone Company will not provision this service on facilities which are not suitable for ADSL. See Section 9.3.4 following.

ADSL will be provided subject to the availability and limitations of Telephone Company wire centers and outside plant facilities and is only available where technical capabilities permit. Downstream data rates depend on a number of factors, including, but not limited to (1) the distance from the CDP to the serving wire center, (2) the type of copper facility (wire gauge) and (3) the physical plant.

Each customer may select up to four Permanent Virtual Connections (PVC). Monthly PVC charges as set forth in Section 9.4 following shall apply for each PVC as applicable. In addition, a nonrecurring charge, as set forth in Section 9.4 following, shall apply for each PVC installation.

The Telephone Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

9.3.2 ADSL Access

The ADSL Access Port charges are for connection to the ADSL Service only.

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9.3 Service Provisioning (Cont'd)9.3.2 ADSL Access (Cont'd)

The Access Link connects to the ADSL connection point at an ADSL Access Port, and the appropriate DS1 or DS3 ADSL Access Port charge applies. The DS1 and DS3 ADSL Access Port charges are available in Section 9.4 following.

The Access Link is a physical connection between the ADSL Access Port and the CDP. DS1 and DS3 termination rates that apply to each access link are appropriately tariffed in the FCC No. 1 Access Tariff Service, Section 7. If the equipped ADSL central office which serves the customer is not located with the ADSL connection point, DS1 and DS3 transport rates that apply between the ADSL connection point and the central office serving the CDP are appropriately tariffed in the FCC No. 1 Access Tariff Service, Section 7.

9.3.3 Responsibility of the Telephone Company

The Telephone Company will provision and maintain ADSL service for the customer up to the protector.

The Telephone Company will advise the customer of the equipment necessary to support ADSL Service.

9.3.4 Rights of the Telephone Company

The Telephone Company will not provision ADSL service if the Telephone Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

Equipment at the CDP must meet Telephone Company specifications.

During the Telephone Company's network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. The Telephone Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

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9.3 Service Provisioning (Cont'd)

9.3.5 Responsibility of the Customer

The customer is responsible for providing compatible Customer Provided Equipment (CPE) that is used for connection to ADSL Service.

The customer is responsible for providing the Telephone Company with the necessary information to provision ADSL Service.

The customer ordering ADSL Service on behalf of its subscriber(s) must obtain a letter of agency.

The customer will be responsible for obtaining permission from its subscriber(s) for the Telephone Company's agents or employees to enter the customer's designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Telephone Company.

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9.4 Rate Regulations9.4.1 Rate Elements

A nonrecurring charge and a monthly rate apply for the installation of ADSL Service. A nonrecurring charge is also applicable when making changes, i.e., bandwidth, access provider, move.

ADSL Service is available in three service level packages, and is based on the "downstream and upstream" speeds chosen by the customer. A customer may select from multiple packages; however, the downstream and upstream speeds may not be substituted within a service level, as the packages are defined by the downstream and upstream speeds.

	<u>Downstream</u>	<u>Upstream</u>
ADSL Tier 1	384 Kbps	272 Kbps
ADSL Tier 2	768 Kbps	680 Kbps
ADSL Tier 3	1.2 Mbps	1.08 Mbps

Data speeds set forth above are peak speeds. Actual speeds may be affected by loop distance and other factors, therefore, are not guaranteed.

9.4.2 Term Discounts

ADSL Service may be ordered at the customer's option on a monthly rate basis or for Term Discount periods of 12 months (1 year) or 24 months (2 years).

The minimum service period on a monthly rate basis is one month and for all Term Discount plans is twelve months. The customer must specify the length of the service commitment period at the time the service is ordered.

For customers that subscribe to the Term Discount plan for 12 months or 24 months, the Term Discount Rates as set forth in 9.4 following will be frozen from Company initiated increases, for the entire discount period of the rates in effect at the beginning of the Term Discount period.

If a term discount rate decrease occurs during the term of an existing Term Discount plan, the decreased rate will be applied automatically to the remainder of the current Term Discount period.

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9.4 Rate Regulations (Cont'd)9.4.2 Term Discounts (Cont'd)

At the end of the Term Discount period, the customer may convert to month-to-month service or subscribe to a new Term Discount Plan. If the customer does not make a choice by the end of the discount period, the rates will automatically convert to month-to-month service rates.

9.4.3 Upgrades in Term Discounts

Services provided under monthly rates or Term Discount rates may be upgraded to a Term Discount plan. A Service Charge as set forth in 9.4 following will apply for each upgrade, but without incurring discontinuance charges for existing services. The new Term Discount plan must meet or exceed the service term of the plan being upgraded. For example, a service with a one-year plan commitment period may be upgraded to a new one-year plan or two-year plan commitment. The monthly rates will be those that are in effect at the time the service is upgraded. A new minimum service period applies to all services that are upgraded.

9.4.4 Discontinuance of Service

If the customer chooses to disconnect all or a portion of the service prior to the expiration of the Term Discount period, discontinuance charges will apply to the portion of the service being discontinued.

Should the customer choose to discontinue a Term Discount plan prior to the completion of the minimum service period, discontinuance charges will apply. Discontinuance charges equal to one-hundred percent of the total undiscounted monthly rates, less any amounts previously paid, will apply for the minimum service period.

Additionally, discontinuance charges of fifty percent of the total undiscounted monthly ADSL charges will apply to the remaining portion of the Term Discount period.

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9. Advanced Communications Networks (Cont'd)9.4 Rate Regulations (Cont'd)9.4.4 Discontinuance of Service (Cont'd)

Should the customer choose to discontinue service ordered under a Term Discount plan after the minimum service period but before the completion of the Term Discount period, discontinuance charges will apply. Discontinuance charges of fifty percent for ADSL Service, of the total undiscounted monthly charges will apply to the remaining portion of the Term Discount period. For example, a customer has ADSL Service which it chooses to discontinue after 16 months into a 24 month service term, the discontinuance charges would be 0.50 times 8 months times the undiscounted monthly rate for that service.

A. Rates and Charges1. Standard Arrangements

## (a) ADSL Loop

	<u>Monthly Rate</u>	<u>Nonrecurring</u>	
ADSL Tier 1	\$ 27.95	\$76.00	(R)
ADSL Tier 2	\$ 57.75	\$76.00	
ADSL Tier 3	\$117.75	\$76.00	

## (1) ADSL Loop - One Year

	<u>Monthly Rate</u>	<u>Nonrecurring</u>	
ADSL Tier 1	\$ 27.95	\$0.00	(R)(R)
ADSL Tier 2	\$ 55.75	\$0.00	(R)
ADSL Tier 3	\$113.75	\$0.00	(R)

## (2) ADSL Loop - Two Year

	<u>Monthly Rate</u>	<u>Nonrecurring</u>	
ADSL Tier 1	\$ 27.95	\$0.00	(R)(R)
ADSL Tier 2	\$ 53.75	\$0.00	(R)
ADSL Tier 3	\$109.75	\$0.00	(R)

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9.4 Rate Regulations (Cont'd)

## B. PVC Charge

	<u>Nonrecurring</u>	<u>Monthly Rate</u>	
• 1st PVC		\$ 2.00	\$ 24.00
• 2nd PVC		\$ 2.00	\$ 24.00
• 3rd PVC		\$ 2.00	\$ 24.00
• 4th PVC		\$ 2.00	\$ 24.00

## C. Service Charge

a. Changes to PVC		\$ 24.00
b. Changes to ADSL Loop		\$ 76.00

D. ADSL Access,  
Port

	<u>USOC Nonrecurring</u>	<u>Monthly Rate</u>	
a. DS1 Port, per port			
• Month-to-Month	ATM	\$295.00	\$285.00
b. DS3 Port, per port			
• Month-to-Month	ATM	\$555.00	\$285.00
• 36-Month	ATM	\$515.00	\$285.00
• 60-Month	ATM	\$460.00	\$285.00

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